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June 26, 2003

Via Facsimile & First Class Mail

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***Re: KI v. WSC v. GSE***

Dear Jesse:

This letter responds to certain issues raised in your letter of June 20, 2003 and addresses issues related to the subpoenas that you have served on current and former customers of WSC/DS&S.

Notwithstanding the fact that we had previously agreed, during our telephone conversation of June 6, 2003, and confirmed in your letter of June 13, 2003, that WSC would initially produce only the first and last versions of SimPort 2000, as well as all versions of SimPort 1997, your June 20, 2003 letter indicates that your expert believes it is necessary to produce all versions of SimPort for a proper evaluation of the source code. Although we disagree, we nonetheless will agree to produce the simulation data loads for each project that utilized the SimPort 2000 software (we have already agreed to produce all versions of SimPort 1997) if you agree to withdraw the third party subpoenas to customers, which seek these same data loads. The interim versions of the SimPort 2000 source code are represented in the simulation data loads.

With respect to the third party subpoenas, we understand that DS&S and SAIC have recently offered to produce documents from their files that will fully

**EXHIBIT**


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address any legitimate needs you have for documents relating to work done by DS&S/SAIC/WSC for these customers. If WSC produces all of the simulation data loads for those customers (as well as any relevant documentation), there is no need for KI to continue to seek this information from WSC's/DS&S's customers. This arrangement will provide you with all of the interim versions of the SimPort 2000 source code, thereby resolving that discovery dispute, and avoid unnecessary harassment of our client's customers.

With respect to the remaining issues that you raised in your letter of June 20, 2003, we will address those issues in a subsequent letter. In the meantime, please advise whether the offer detailed above is acceptable so that we can resolve these two issues as soon as possible.

Sincerely,



Ann N. Sagerson

cc: Charles L. Simmons, Jr. Esq.